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Attorneys for Use Plaintiff
SHARED SYSTEMS TECHNOLOGY, INC.
(PULLMAN)

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA for
the use and benefit of SHARED
SYSTEMS TECHNOLOGY, INC.
(PULLMAN), a corporation,

Plaintiff,

v.

AMEC ENVIRONMENT &
INFRASTRUCTURE, INC., a
corporation; and ZURICH AMERICAN
INSURANCE COMPANY, a
corporation,

Defendants.

Case No.

**COMPLAINT TO RECOVER ON
PAYMENT BOND
(Miller Act)**

[Demand for Jury Trial]

1 Use Plaintiff, Shared Systems Technology, Inc. (Pullman) ("SST"), for its
2 Complaint alleges as follows:

3 **PARTIES**

4 1. Use Plaintiff SST is a Delaware corporation with its principal place of
5 business in Hanover, Maryland. At all times mentioned in this Complaint, SST is and
6 was authorized to conduct business in California, with an office in Benicia, California,
7 and is and was licensed by the California Contractors State License Board to perform the
8 construction work described herein.

9 2. Defendant AMEC Environment and Infrastructure, Inc. ("AMEC") is a
10 Nevada corporation, with its principal place of business in Alpharetta, Georgia. At all
11 times mentioned in this Complaint, defendant AMEC was conducting business in
12 California and is and was licensed by the California Contractors State License Board to
13 perform the construction work described herein.

14 3. Use Plaintiff SST is informed and believes and on that basis alleges that
15 defendant Zurich American Insurance Company ("Zurich") is a New York corporation
16 with its principal place of business in Schaumburg, Illinois. Use plaintiff SST is further
17 informed and believes and on that basis alleges that at all times mentioned in this
18 Complaint, defendant Zurich is and was engaged in the business of providing surety
19 insurance on public works projects in California and throughout the United States.

20 **JURISDICTION AND VENUE**

21 4. This is an action to recover on a payment bond furnished under the Miller
22 Act in accordance with 40 U.S.C. § 3131, *et seq.* This Court has subject matter jurisdiction
23 of this action under 40 U.S.C. § 3133(b).

24 5. Venue is appropriate in this district under 40 U.S.C. § 3133(b)(3) because
25 the contract for which the Miller Act payment bond was furnished was to be performed
26 in this district.

CLAIM FOR RELIEF

6. In or about 2009, defendant AMEC's predecessor, Mactec Engineering and Consulting, was awarded MATOC Contract No. 98210AD004 by the United States of America, through the United States Fish and Wildlife Service of the Department of Interior. On or about September 26, 2011 AMEC was awarded work order P11PD20278 to perform certain construction work on Alcatraz Island (the "Contract"), described generally as a project to Stabilize and Repair Exterior Walls of the Cellhouse for Visitor-Resource Protection--Alcatraz, Phase 1 -- Shower Room and Citadel Structural Repairs ("the Project").

7. In accordance with the provisions of 40 U.S.C. § 3131, defendant AMEC, as principal, and defendant Zurich, as surety, executed and furnished payment Bond No. 9067422 in the penal sum of \$3,613,617.00, guaranteeing payment to all persons supplying labor and materials in carrying out the work on the Project.

8. On or about November 11, 2011, defendant AMEC entered into a written subcontract agreement with Spectrum Services Group, Inc. ("Spectrum") to perform certain concrete restoration and cathodic protection work on the Project.

9. On or about March 30, 2012, Spectrum entered into a written sub-subcontract with Use Plaintiff SST. Pursuant to that agreement, Plaintiff SST has provided labor and materials to carry out the work on the Project, including concrete restoration and cathodic protection work, much of which was impacted by the conditions in which SST had to complete its work.

10. Use Plaintiff SST is currently owed the sum of \$1,394,324.61 for labor and materials it provided on the Project to carry out the work required under its sub-subcontract with Spectrum, as amended, and in turn, under Spectrum's subcontract with AMEC.

11. The amount owed to Use Plaintiff SST remains unpaid despite demands for payment to Spectrum and defendant AMEC.

12. Use Plaintiff SST has provided timely notice of its claim to defendant

AMEC as required by 40 U.S.C. § 3133(b)(2).

WHEREFORE, Use Plaintiff SST prays for judgment against defendants AMEC and Zurich, and each of them, jointly and severally, as follows:

1. For the sum of \$1,394,324.61, plus pre-judgment interest thereon at the legal rate;
2. For such attorneys' fees as may be authorized by statute and contract;
3. For costs of suit; and
4. For such other and further relief as the Court deems just and proper.

Dated: June 20, 2014

SCHIFF HARDIN LLP
BRADLEY ARANT BOULT CUMMINGS LLP

By: /s/ Rocky N. Unruh
Rocky N. Unruh
Attorneys for Plaintiff
SHARED SYSTEMS TECHNOLOGY, INC.
(PULLMAN)

DEMAND FOR JURY TRIAL

Use Plaintiff SST hereby demands a trial by jury for all claims for which a jury is permitted.

Dated: June 20, 2014

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BRADLEY ARANT BOULT CUMMINGS LLP

By: /s/ Rocky N. Unruh
Rocky N. Unruh
Attorneys for Plaintiff
SHARED SYSTEMS TECHNOLOGY, INC.
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